

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

SADIS & GOLDBERG, LLP,

Civil Action No. 2:19-cv-01682-AJS

Plaintiff,

v.

AKSHITA BANERJEE AND SUMANTA
BANERJEE,

Defendants.

**REPLY IN SUPPORT OF DEFENDANTS' MOTION TO STRIKE OR,
ALTERNATIVELY, MOTION FOR A MORE DEFINITE STATEMENT**

AND NOW, the Defendants, Akshita Banerjee and Sumanta Banerjee, by and through their undersigned counsel, file the within Reply in Support of Defendants' Motion to Strike or, Alternatively, Motion for a More Definite Statement:

1. On December 31, 2019, Plaintiff, Sadis & Goldberg, LLP ("Sadis"), initiated this case by filing a Civil Action Complaint against the Defendants, seeking avoidance of alleged fraudulent transfers from Sumanta Banerjee to Akshita Banerjee. (ECF No. 1).
2. On February 20, 2020, the Clerk of this Court entered a default judgment in favor of the Plaintiff, in the amount of \$539,956.00. (ECF No. 13).
3. On January 8, 2021, Sadis filed a Motion to Impose a Constructive Trust on payments made from SSA Capital Advisors, LLC ("SSA Capital") to the Defendants or to the SASB Irrevocable Trust ("SASB Trust"). (ECF No. 31).
4. The Banerjees filed a Response to Plaintiff's Motion on January 19, 2021. (ECF No. 34).

5. Sadis filed a Reply in Support of Plaintiff's Motion to Impose a Constructive Trust on January 22, 2021. (ECF No. 37).

6. The Banerjees filed a Motion to Strike, or Alternatively, Motion for a More Definite Statement on January 27, 2021. (ECF No. 41). In support of their Motion, Defendants attached a Declaration of Akshita Banerjee, in which she declared, *inter alia*, that neither she nor her husband have an ownership interest in SSA Capital. (ECF No. 41-1, page 2, ¶¶ 3-4).

7. On January 28, 2021, this Court issued a Text Order setting a deadline for Plaintiff's Response to the Banerjees' Motion to Strike but did not allow for Defendants to file a Reply. (ECF No. 42).

8. Sadis filed a Response to the Banerjees' Motion to Strike on February 3, 2021. (ECF No. 45).

9. In its Response to the Banerjees' Motion to Strike, the Plaintiff described the Declaration of Ms. Banerjee as either: 1) perjury, or 2) evidence of a fraudulent transfer made after the Judgment in this case. (*Id.* at page 2).

10. Defendants take issue with the mischaracterization of Ms. Banerjee's Declaration, in that she has not perjured herself, and she has not fraudulently transferred her interest in SSA Capital after the Judgment in this case.

11. Ms. Banerjee was a member of SSA Capital from its creation until January 1, 2019, at which time she transferred all of her interest in SSA Capital to the SASB Trust. See Irrevocable Trust Agreement Amended and Clarified Additional Inter Vivos Transfer, attached as **EXHIBIT 1** hereto, and First Amendment to Operating Agreement of SSA Capital Advisors, LLC Amended and Clarified, attached as **EXHIBIT 2** hereto.

12. This transfer occurred more than one year before the Judgment in this case, and nearly a year before this case was filed.

13. If the Plaintiff wishes to question Ms. Banerjee about this transfer of her interest in SSA Capital, it is free to do so in the execution proceedings which are pending in the Allegheny County Court of Common Pleas at Case No. GD 20-005103.

WHEREFORE, the Defendants respectfully request this Honorable Court to enter an Order to Strike the Plaintiff's Reply Brief or, alternatively, to enter an Order for a More Definite Statement.

Respectfully Submitted,

/s/ Alexander L. Holmquist

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EXHIBIT 1

IRREVOCABLE TRUST AGREEMENT
Amended and Clarified
Additional "Inter vivos" Transfer

THIS IRREVOCABLE TRUST AGREEMENT was made on this 14 day of June, 2014, between Akshita Banerjee and Sumanta "Sam" Banerjee, of Pittsburgh, Pennsylvania and Kolkata, India, respectively, (collectively the "Grantors" or "Grantor"), and the Grantor's father and father-in-law, respectively, Dr. Anant J. Gandhi, of Pittsburgh, Pennsylvania (the "Trustee").

WHEREAS, the Grantor, Akshita Banerjee, the sole member and Managing Member of SSA Capital Advisors LLC, desires to do an INTER VIVOS transfer of her ownership interest in SSA Capital Advisors LLC as set forth below.

NOW, THEREFORE, effective as of January 1, 2019, Akshita Banerjee, of Pittsburgh, Pennsylvania hereby transfers and assigns all of her ownership interests in SSA Capital Advisors, LLC, to the SASB Irrevocable Trust, dated June 14th, 2014.

As this transfer is a gift, there are no tax ramifications of this transfer anticipated.



Akshita Banerjee, Transferor

SASB IRREVOCABLE TRUST dated June 14th, 2014

By: 

Dr. Anant J. Gandhi, Trustee

EXHIBIT 2

FIRST AMENDMENT TO OPERATING AGREEMENT

OF

SSA CAPITAL ADVISORS LLC

AMENDED AND CLARIFIED

JANUARY 1, 2019

The undersigned sole Member of SSA Capital Advisors, LLC (the "Company") unanimously adopts as of the date first above written, the following amendment to the Operating Agreement of the Company dated as of May 15, 2014.

WHEREAS, Akshita Banerjee has transferred 100% of her interests in the Company to the SASB Irrevocable Trust Dated June 14th, 2014 (the "Trust") as of January 1, 2019.

NOW, THEREFORE, Akshita Banerjee shall serve as Manager of the Company, in lieu of her current role as Managing Member and Chairperson.

Additionally, as the Manager of the Company, Akshita Banerjee, will not have voting rights, which are now held by the Trust. Section 4.2 is hereby amended to say, 'Members shall NOT take part in the operations of the Company's affairs.'

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first above written.

SASB Irrevocable Trust Dated June 14th, 2014

By:  _____

Its: Trustee, Dr. Anant Gandhi

Acknowledged:

SSA CAPITAL ADVISORS LLC

By:  _____

Its: Manager